

**SETTLEMENT RELEASE OF CLAIMS AGREEMENT**

This Settlement and Release of Claims Agreement ("**Agreement**") is entered into by and between **Capital Restoration, LLC**, (the "**Employer**") on behalf of itself, its subsidiaries and other corporate affiliates and each of their respective present and former employees, officers, directors, owners, shareholders and agents, individually and in their official capacities including but not limited to **Stephen Casey Clark** ("**Clark**") (collectively referred to herein as, the "**Employer Group**"), and **Jesus Diaz** (the "**Employee**") (the Employer and the Employee are collectively referred to herein as the "**Parties**").

WHEREAS, Employee has brought a lawsuit in the United States District Court for the Northern District of Georgia, Civil Action File No.: 1:15-cv-2213 alleging that Employer and Clark violated the Fair Labor Standards Act (the "**Lawsuit**");

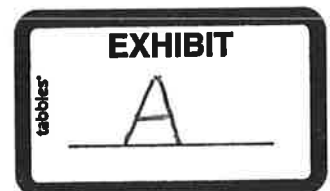
WHEREAS, Employer and Clark have denied every allegation of wrongdoing contained in the Lawsuit;

WHEREAS, the Parties desire to resolve the Action without further litigation or adjudication;

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, the parties agree as follows:

1. **No Admission of Liability.** Nothing herein shall be construed to be an admission by Employer of any wrongdoing or noncompliance with any federal, state, city or local rule, ordinance, constitution, statute, contract, public policy, wage and hour law, wage payment law, tort law, common law or of any other unlawful conduct, liability, wrongdoing or breach of any duty whatsoever. Employer specifically disclaims and denies any liability to Employee.
2. **Payment.** In consideration for Employee's execution, non-revocation of, and compliance with this Agreement, including the waiver and release of claims in paragraph 3, Employer agrees to provide Employee with the total settlement sum of \$13,000 for and in full consideration and satisfaction of all claims that Employee has or may have against Employer, whether known or unknown, asserted or unasserted, based on any conduct occurring up to and including the date of the execution of this Agreement as follows:

(a) \$4,300, less all relevant taxes and other withholdings representing alleged wages owed to Employee; Employer shall issue a W-2 form to Employee with respect to this payment;



(b) \$4,300 representing alleged non-wage damages; Employer shall issue a Form 1099 to Employee with respect to this payment; and

(c) \$4,400 in full satisfaction of all claims Employee may have for attorneys' fees and costs to be paid directly to Employee's attorney; Employer shall issue a Form 1099 to Employee or Employee's counsel with respect to this payment.

Employee agrees and acknowledges that Employer and its counsel have not made any representations to him regarding the tax consequences of any payments or amounts received by him pursuant to this Agreement.

3. Release of Claims. In exchange for the promises made by Employer in this Agreement, Employee and his heirs, executors, administrators and assigns (collectively the "Releasors") forever waive, release and discharge the Employer and Employer Group from any and all claims, demands, causes of actions, fees, damages, liabilities and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Employee has ever had against the Employer and/or the Employer Group by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence or other matter up to and including the date of his execution of this Agreement, including, but not limited to (a) any claims under Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended (with respect to unvested benefits), the Civil Rights Act of 1991, as amended, Section 1981 of U.S.C. Title 42, the Sarbanes-Oxley Act of 2002, as amended, the Worker Adjustment and Retraining Notification Act, as amended, the Fair Labor Standards Act and/or any other Federal, state or local law (statutory, regulatory or otherwise) that may be legally waived and released and (b) any tort and/or contract claims, including any claims of wrongful discharge, defamation, emotional distress, tortious interference with contract, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm. However, this general release of claims excludes the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or other administrative agency, and participation in an investigation or proceeding, although Employee waives any right to monetary relief related to such a charge. This general release of claims also excludes any claims which cannot be waived by law.

4. Withdrawal and Stipulation of Dismissal. Upon payment of the amounts set forth in Paragraph 2 and approval of this Agreement by the Court as set forth in Paragraph 10, the parties shall file a joint Stipulation of Dismissal with Prejudice of the claims alleged by Employee in the Lawsuit.

5. Attorneys' Fees and Costs. Except as specified herein, Employer and Employee shall bear their own respective costs and fees, including attorneys' fees incurred in the Action.
6. Knowing and Voluntary Acknowledgment. Employee specifically agrees and acknowledges that: (a) Employee has read this Agreement in its entirety and understands all of its terms; (b) Employee has been advised of and has availed himself of his right to consult with his attorney prior to executing this Agreement; (c) Employee knowingly, freely and voluntarily assents to all of its terms and conditions including, without limitation, the waiver, release and covenants contained herein; Employee is executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which he is otherwise entitled; and (d) Employee is not waiving or releasing rights or claims that may arise after his execution of this Agreement.
7. Governing Law. This Agreement, for all purposes, shall be construed in accordance with the laws of Georgia without regard to conflict-of-law principles.
8. Entire Agreement. This Agreement contains all of the understandings and representations between Employer and Employee relating to the subject matter herein and supersedes all prior and contemporaneous understandings, discussions, agreements, representations and warranties, both written and oral, with respect to such subject matter.
9. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.
10. Approval By Court. The parties specifically acknowledge that the Fair Labor Standards Act requires this Agreement to be approved by the Court. As such, this Agreement does not become effective or enforceable unless and until it is approved by the Court. The parties agree to file a Joint Motion seeking such approval.

EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT HE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HIS CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT HIS SIGNATURE BELOW IS AN AGREEMENT TO RELEASE EMPLOYER GROUP FROM ANY AND ALL CLAIMS.

Capital Restoration LLC

\_\_\_\_\_  
JESUS DIAZ

By \_\_\_\_\_

Date: \_\_\_\_\_

Name: S. Casey Clark

Title: Manager

Date: 8/1/15

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Capital Restoration LLC

Jesus Diaz  
JESUS DIAZ

By \_\_\_\_\_

Date: 8-3-15

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_